

September 13, 2018

TO: Design Build Teams

SUBJECT: **Request for Proposal – FEWI Development Corp.**

REFERENCE: **The Watermark**
301 North Washington Street
Green Bay, WI

FEWI Development Corp. ("Client") invites proposals from Design Build teams to provide Design Build services for a project located at 301 North Washington Street, Green Bay, WI.

An Information and Matchmaking Session along with a building tour will take place on September 20, 2018 for all interested parties.

Complete electronic proposals are due by 10:00 am CDT on September 28, 2018. Proposals received after this deadline will not be considered.

Additional information regarding this project and scope of services can be found in FEWI Development Corp Request For Proposal dated September 11, 2018. In order to receive a copy of the RFP and invitation to the information session, fill out the attached response form and Non-Disclosure Agreement and forward it to Stephanie Mueller at smueller@gilbaneco.com. Please include contact information including: Firm name, contact name, address, email and phone number. Once the NDA is received, you will be forwarded the Request for Proposal and all submittal requirements.

If you have any questions or desire additional information, please contact the undersigned at (414) 287-2600.

On behalf of FEWI Development Corp,
Sincerely,

Stephanie A. Mueller

Stephanie A. Mueller
Chief Purchasing Agent
M+W | Gilbane

**Design Build Services
The Watermark (Green Bay, WI)**

Request for Proposal Response Form

If you are **interested** in bidding, please indicate below, and return this page, along with the confidentiality agreement, and email to smueller@gilbaneco.com

Company Name: _____ Phone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____ Email: _____

Representative: _____

I will be submitting a complete proposal for Design Build Services : _____

I am interested in bidding as a Sub-Contractor (will NOT be submitting a bid based on complete bid package scope of work

– My firm would like to pair up with and provide quotes to the Design Build Proposers) _____

Service(s) Provided _____

Targeted Business Certification

Minority-Owned (MBE) _____

Women-Owned (WBE) _____

Veteran-Owned _____

Non-Disclosure Agreement attached Yes: _____

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into on this _____ day of _____ 2018 by and between FEWI Development Corporation, a company duly incorporated under the laws of Wisconsin (together with its affiliates) and _____, a company duly incorporated under the laws of the State of _____, with its office at _____, each individually a “Party” and collectively the “Parties”.

WHEREAS, the Parties are interested in pursuing business opportunities relating to Project Flying Eagle in the United States (the “Project”); and

WHEREAS, it may be necessary and desirable for the Parties to share or exchange information that is confidential and proprietary to each respective Party in the course of discussions or negotiations between the Parties.

NOW THEREFORE, in consideration of the mutual covenants and premises, the Parties agree as follows:

Article 1: Definitions

1.1 Confidential Information

Confidential Information shall mean information that is tangible or intangible, oral or written, however stored, compiled, or memorized and include:

- (1) information or document controlled or owned by one Party and disclosed to or learned by the other Party, including but not limited to formula, pattern, program, process, chart, figure, software, report, method, strategy, plan, concept, device, tool, product price, demand forecast, specification, drawing, design, model, prototype, sample, analysis code, invention, patent application and license relating to such Party’s products, technology, quality control, testing, factory, procurement, production, distribution, financial standing, research and development, personnel, legal affairs, investment, and customers;
- (2) discussion, negotiation, communication, and agreements between the Parties; and
- (3) information in relation to a Party’s factories, layout, equipment, operation, and facility.

Discloser shall mean the party who discloses Confidential Information to the other Party.

Recipient shall mean the party who receives or learns of Confidential Information from Discloser.

Article 2: Obligations

All information disclosed under this Agreement in written, electronic and/or other tangible form, shall be treated as Confidential Information unless stated otherwise in writing by the Discloser.

2.1 Recipient shall keep Confidential Information of Discloser in strict confidence, and shall:

- (a) not disclose Confidential Information to any third party, especially Discloser's competitors without the prior written consent of Discloser;
- (b) restrict disclosure of Confidential Information only to those employees, agents or consultants with a strict need to know Confidential Information who are bound by confidentiality obligation of no less strict effect than that set forth herein;
- (c) not copy or reproduce Confidential Information without the prior written permission of Discloser, except where absolutely necessary in order to fulfill the purpose agreed to by Discloser;
- (d) use the same degree of care as for its own information of like nature, but at least reasonable care in safeguarding against disclosure of Confidential Information;
- (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of Confidential Information and take reasonable steps to regain possession of Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and
- (f) only use Confidential Information for the purpose agreed to by Discloser.

2.2 If Recipient is required to disclose Confidential Information pursuant to applicable law, statute, regulation or court order, Recipient shall give to Discloser prompt notice of the request and a reasonable opportunity to object to such disclosure and seek appropriate remedy. If, after such remedies, Recipient is still obligated to disclose such information, it may disclose Confidential Information only specially required and to the extent compelled to do so.

Article 3: Exclusion

3.1 Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by sufficient evidence if the information:

- (a) is available publicly without Recipient's breach of this Agreement;
- (b) was/is acquired by Recipient without confidential obligation prior to the disclosure by

Discloser;

- (c) is independently developed by Recipient without use of any of Discloser's Confidential Information or any breach hereof;
- (d) is lawfully obtained from a third party without a duty of confidentiality; or
- (e) is explicitly approved for release by written authorization of Discloser.

Article 4: Ownership

4.1 All Confidential Information and any derivatives and copies thereof shall remain the sole property of Discloser. Recipient shall destroy or return to Discloser immediately Confidential Information and any derivatives and copies thereof, including but not limited to all original and copies of documents, drawings, records or other tangible information upon the request by Discloser, and shall provide to Discloser a statement verifying the disposal of Confidential Information.

4.2 No rights or licenses to Confidential Information, including but not limited to, know-how, patents, trade secrets, copyrights and trademarks, are implied or granted under this Agreement.

4.3 CONFIDENTIAL INFORMATION IS PROVIDED TO RECIPIENT "AS IS" WITHOUT WARRANTIES OF ANY KIND. BOTH PARTIES DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Article 5: Remedy

5.1 In the event of the Recipient's breach of terms and conditions hereunder, Recipient shall be liable for all the losses and damages so incurred. If any of Discloser's competitor obtains Confidential Information due to Recipient's breach of the terms and conditions hereunder, Recipient shall be liable for any and all losses and damages incurred by Discloser as a result of such breach, including consequential and punitive damages.

5.2 The Recipient recognizes that the Discloser may be irreparably damaged by any breach of this Agreement and that the Discloser shall be entitled to seek an injunction, specific performance, or other equitable remedy to prevent such competition or disclosure, and may entitle the Discloser to other legal remedies, including reasonable attorneys' fees and costs.

Article 6: Term

6.1 The term of this Agreement shall be in effect from the date hereof for a period of two

(2) years and the confidentiality obligation for any given Confidential Information under this Agreement shall be in effect from the date of receipt by Recipient of Confidential Information and during the period of transaction and shall continue to be effective for a period of two (2) years after the expiration or termination of the transaction.

Article 7: Miscellaneous

7.1 This Agreement may only be amended or supplemented in writing signed by duly authorized representatives of the Parties.

7.2 Neither Party may announce or issue public releases of any kind regarding the Project or the execution of this Agreement, without the prior written consent of the other Party.

7.3 This Agreement shall be governed by and interpreted in accordance with the laws in the State of Wisconsin without regard to its principles of conflict of laws. The Parties hereby agree that any and all disputes hereto related shall be subject to the exclusive jurisdiction of the courts in the State of Wisconsin.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

FEWI Development Corporation

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____